

C. I. T. CORPORATION

650 MADISON AVENUE, NEW YORK, N. Y. 10022

(212) 572-8143

2-309A10D

No.

NOV 5 1982

November 3, 1982

Date

Fee \$... 10.00 + 4.00 = 50

ICC Washington, D. C.

Secretary of the Interstate
Commerce Commission
Washington, D.C. 20423

13832
RECORDATION NO. Filed 1425

Registered Mail - Return Receipt Requested

NOV 5 1982-3 20 PM

INTERSTATE COMMERCE COMMISSION

Dear Mr. Secretary:

Enclosed please find five executed copies of a Bill of Sale which is to be recorded in accordance with section 20c of the Interstate Commerce Act.

The seller of the equipment is C.I.T. Corporation, which is located at 650 Madison Avenue, New York, N.Y. 10022. The buyer is the Regional Transportation Authority, which is located at 300 North State Street, Chicago, Ill. 60610.

The equipment transferred by this document is ten (10) railroad passenger cars, further described as follows:

<u>Manufacturer</u>	<u>Quantity</u>	<u>Type</u>	<u>Railroad Road Numbers</u>
Pullman Incorporated (Pullman-Standard Division)	Five (5)	Double Deck cab commuter cars, Class PB	CC 115 CC 116 CC 117 CC 118 CC 119 P55 156 157 158 159
Pullman Incorporated (Pullman-Standard Division)	Five (5)	Double deck trailer com- muter cars, Class PB	

RECEIVED
NOV 13 1982

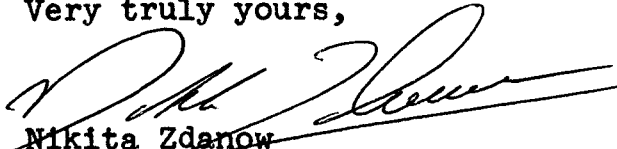
Said passenger cars are part of the equipment that was originally leased to the Chicago, Rock Island and Pacific Railroad Company, which lease was recorded with your office on

June 19, 1969 at 2:10 p.m. and was assigned recordation number 5296. By Termination Agreement dated September 1, 1980 between seller and William M. Gibbons, as Trustee for the Chicago, Rock Island and Pacific Railroad Company, which was recorded on December 11, 1980 at 10:35 a.m. and was assigned recordation number 5296-C, the Lease was terminated with respect to all the equipment except the passenger cars.

I am also enclosing a check payable to your order in the amount of ten dollars (\$10.00) to cover the recording costs of this instrument. After recordation, please return three copies of the Bill of Sale to my attention at C.I.T. Corporation, 650 Madison Avenue, New York, N.Y. 10022.

Thank you for your cooperation in this matter.

Very truly yours,



Nikita Zdanow
Executive Vice President

NZ:hp

Enc.

cc: Will McMaster, Esq.
Hopkins & Sutter
3 First National Plaza
Chicago, IL 60602

Tina Rosso, Esq.
Chapman & Cutler
111 West Monroe
Chicago, IL 60603

Interstate Commerce Commission
Washington, D.C. 20423

11/5/82

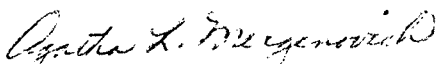
OFFICE OF THE SECRETARY

Nikita Zdanow
Excutive Vice President
C.I.T. Corporation
650 Madison Avenue
New York, N.Y. 10022

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **11/5/82** at **3:20pm**, and assigned re-recording number(s). **13832 (Formerly under # 5296)**

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

You owe me \$40.00 Ypur document is \$50.00

BILL OF SALE

13832
RECORDATION NO. _____ Filed 1425

NOV 5 1982-3 22 PM

INTERSTATE COMMERCE COMMISSION

In consideration of One Million Three Hundred Forty-Six Thousand Seven Hundred Fifty Dollars (\$1,346,750.00), the receipt of which is hereby acknowledged, C.I.T. CORPORATION, a New York corporation ("Seller"), does hereby sell and transfer to the REGIONAL TRANSPORTATION AUTHORITY, a municipal corporation organized and existing under the laws of the State of Illinois ("Buyer"), ten (10) railroad passenger cars (the "Cars"), further described as follows:

<u>Manufacturer</u>	<u>Quantity</u>	<u>Type</u>	<u>Railroad Road Numbers</u>
Pullman Incorporated	five (5)	Double deck	CC 115
(Pullman-Standard		cab commuter	CC 116
Division)		cars, Class PB	CC 117
			CC 118
			CC 119
Pullman Incorporated	five (5)	Double deck	155
(Pullman-Standard		trailer com-	156
Division)		muter cars,	157
		Class PB	158
			159

Seller and its agent, C.I.T. LEASING CORPORATION, a Delaware corporation ("Leasing"), hereby release and discharge any and all debts, claims or causes of action which either of them may heretofore or hereafter have or claim against Buyer or against the Northeast Illinois Regional Commuter Railroad Corporation, a public corporation organized under the laws of the State of Illinois ("NIRCRC"), arising out of or in any way relating to: (i) the obligations of the lessee (or any sublessee or assumptor) under that certain Lease Agreement for Railroad Equipment, dated as of June 1, 1969, by and among Seller, Leasing and the Chicago, Rock Island and Pacific Railroad Company, a Delaware corporation (the "Railroad"), filed with the Interstate Commerce Commission on June 19, 1969 recorded as No. 5296 and under which the Cars were leased by Seller and Leasing to Railroad (the "1969 Lease"); or (ii) the assumption by the Authority or NIRCRC of any obligations under the 1969 Lease or amendments or modifications or supplements thereto.

The Cars are in a used condition and the Authority or NIRCRC has had possession thereof since March of 1980. Seller is neither a manufacturer nor distributor of, nor merchant in, such personal property. SELLER MAKES NO WARRANTY OF MERCHANTABILITY IN RESPECT OF THE CARS AND THE CARS ARE SOLD IN AN "AS IS, WHERE IS" CONDITION. By its payment hereunder, Buyer affirms that it has not relied on Seller's skill or judgment to select or furnish the Cars for any particular purpose, AND THAT SELLER MAKES NO WARRANTY THAT THE CARS ARE FIT FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, THAT EXTEND BEYOND THE DESCRIPTION herein contained, except that Seller hereby

represents and warrants (a) that Seller owns the Cars free and clear of all liens, claims and encumbrances, and (b) that Seller has full power, right and authority to, and does hereby, convey to Buyer good title to the Cars, free and clear of all liens, claims and encumbrances.

Each of Seller and Leasing hereby promises to take all such action, and execute and deliver all such documents, as may be necessary or convenient to perfect Buyer's title to the Cars and to vest title thereto in Buyer pursuant hereto and, without limiting the generality of the foregoing, hereby promises to file, at Seller's expense, a conformed copy hereof, not later than 30 days after the date hereof, with the Interstate Commerce Commission so that its records with respect to railroad equipment leases will reflect the fact that Seller and Leasing have and claim no ownership or other interest in the Cars and Seller will file releases, at Seller's expense, in the Uniform Commercial Code records of each State (if any) where Seller has filed any financing statement with respect to the Cars.

Buyer shall be responsible for any sales or transfer tax assessed in connection with the sale to Buyer of the Cars.

This is a final and exclusive expression of the agreement of Seller and Buyer and no course of dealing or usage of trade or course of performance shall be relevant to explain or supplement any terms expressed in this agreement.

IN WITNESS WHEREOF, each of C.I.T. Corporation and C.I.T. Leasing Corporation have caused this Bill of Sale to be executed and delivered by their respective duly authorized officers on the day and year below written.

DATED: November 3, 1982

SEAL

ATTEST:


its Assistant Secretary

C.I.T. CORPORATION

By: 

Title: Executive Vice President

SEAL

ATTEST:


its Assistant Secretary


C.I.T. LEASING CORPORATION

By: 

Title: Executive Vice President

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On this 3 day of November, 1982, before me personally appeared Nikita Zdanow, to me personally known, who, being by me duly sworn, says that he is an Executive Vice President of C.I.T. CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Robert La Grotta

Notary Public

[Notarial Seal]

ROBERT LA GROTTA
Notary Public, State of New York
No. 41-4725159
Qualified in Queens County
Commission Expires March 30, 1984

My commission expires _____

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COUNTY OF NEW YORK } ss.:

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Seller and its agent, C.I.T. LEASING CORPORATION, a Delaware corporation ("Leasing"), hereby release and discharge any and all debts, claims or causes of action which either of them may heretofore or hereafter have or claim against Buyer or against the Northeast Illinois Regional Commuter Railroad Corporation, a public corporation organized under the laws of the State of Illinois ("NIRCRC"), arising out of or in any way relating to: (i) the obligations of the lessee (or any sublessee or assumptor) under that certain Lease Agreement for Railroad Equipment, dated as of June 1, 1969, by and among Seller, Leasing and the Chicago, Rock Island and Pacific Railroad Company, a Delaware corporation (the "Railroad"), filed with the Interstate Commerce Commission on June 19, 1969 recorded as No. 5296 and under which the Cars were leased by Seller and Leasing to Railroad (the "1969 Lease"); or (ii) the assumption by the Authority or NIRCRC of any obligations under the 1969 Lease or amendments or modifications or supplements thereto.

The Cars are in a used condition and the Authority or NIRCRC has had possession thereof since March of 1980. Seller is neither a manufacturer nor distributor of, nor merchant in, such personal property. SELLER MAKES NO WARRANTY OF MERCHANTABILITY IN RESPECT OF THE CARS AND THE CARS ARE SOLD IN AN "AS IS, WHERE IS" CONDITION. By its payment hereunder, Buyer affirms that it has not relied on Seller's skill or judgment to select or furnish the Cars for any particular purpose, AND THAT SELLER MAKES NO WARRANTY THAT THE CARS ARE FIT FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, THAT EXTEND BEYOND THE DESCRIPTION herein contained, except that Seller hereby

represents and warrants (a) that Seller owns the Cars free and clear of all liens, claims and encumbrances, and (b) that Seller has full power, right and authority to, and does hereby, convey to Buyer good title to the Cars, free and clear of all liens, claims and encumbrances.

Each of Seller and Leasing hereby promises to take all such action, and execute and deliver all such documents, as may be necessary or convenient to perfect Buyer's title to the Cars and to vest title thereto in Buyer pursuant hereto and, without limiting the generality of the foregoing, hereby promises to file, at Seller's expense, a conformed copy hereof, not later than 30 days after the date hereof, with the Interstate Commerce Commission so that its records with respect to railroad equipment leases will reflect the fact that Seller and Leasing have and claim no ownership or other interest in the Cars and Seller will file releases, at Seller's expense, in the Uniform Commercial Code records of each State (if any) where Seller has filed any financing statement with respect to the Cars.

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its Assistant Secretary

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By: 

Title: Executive Vice President

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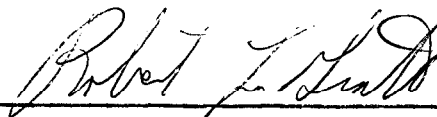
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Notary Public

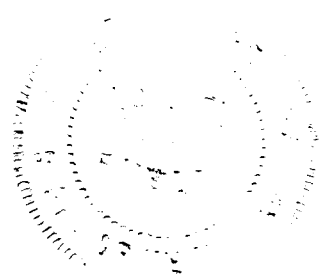
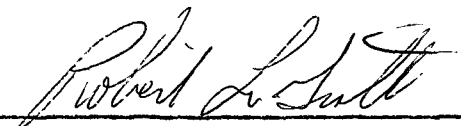
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